

License Library

Terms of business

Dated 24.04.2018

These Terms of Business apply to use of the License Library by business clients of CCP Software GmbH (hereafter referred to as CCP).

§1 System Description

The system consists of access to the License Library web portal at the URL specified by CCP. The web portal is divided into several service sections, which can be used dependent on the type of access obtained. These service sections include a structured database of information about software licenses from a wide range of producers (Knowledgebase), structured information about master agreements from various software vendors (Master Agreements) as well as access to product guides (Product Guides), a form to request license information (License Service Desk), a full-text search function for business software products (SKU Tracker), a compilation of complex software licensing use cases (Use Cases) as well as an overview of open-source licenses (OSS License Review).

All the information provided is based on publicly available license information from the software vendors. CCP is not under any obligation to investigate specific license information, in particular if the publicly available information provided by a software vendor is vague or ambiguous.

§2 Scope of Services

1. The client may use the system's services themselves and in person only for the duration of the contract.
2. The client is not entitled to demand that a particular software product be incorporated in the License Library.
3. The client can also direct enquiries about software vendors or products that are not included in the Knowledgebase to the License Service Desk. CCP shall make every effort to respond. However, responding to such enquiries can depend on the cooperation of the relevant software vendor, over which CCP has no influence. In particular, CCP is not obliged to facilitate responses to enquiries by making a payment to the particular software vendor or other third party.

§3 Form of Service Provision

1. The service is provided exclusively via the web portal. The client may only use the portal as an individual person and not with the aid of software. In particular, the client is only entitled to access that information from the database, about which they themselves require actual software license advice. Systematic access to sections of or the entire database is not permitted.
2. The client shall pay for the service specified in the contract in advance at the start of the contract, as well as at the beginning of each subsequent year upon being invoiced.
3. All agreed fees are stated net of VAT at the rate applying on the invoice date. Invoices are due for immediate

payment without deductions.

4. Offsetting invoice amounts against other non-disputed or legally binding claims is not possible. The exercise of a right of retention, which is not based on a right derived from this contractual relationship, is not possible.

§4 Terms of Use

1. CCP grants the client the personal, non-exclusive, non-geographically-limited, non-transferable, non-sub-licensable right to use the information provided via the web portal solely for the duration of the usage contract.
2. The right of the client to use the information available in the License Library is restricted to the client's internal business purposes and is governed solely by these terms.
3. Furthermore, CCP retains sole copyrights and exploitation rights to the system and the database, unless the law stipulates otherwise. All other intellectual property rights remain reserved.
4. The client is not permitted to alter, suppress or remove CCP copyright notices, tags and/or control numbers or characters.
5. If CCP provides the client with amendments to or a new edition of the subject of the contract as part of improvements or maintenance, these shall also be subject to the terms of this agreement.
6. Subleasing, be it time-limited or long-term, of access to the web portal or otherwise of CCP's contractual services is prohibited. CCP shall consent to subleasing to associated companies in writing, provided conditions in accordance with the License Library Terms of Business are met.
7. All usage rights cease upon termination of this contract.

§5 Client's Duty of Cooperation

1. The client has a duty of cooperation, if they make use of the License Service Desk. They should describe the software that they are enquiring about as well as the content of their enquiry in precise terms and respond to any follow-up questions by CCP as best as they can. The client shall supply the information required to provide the contractual services in good time. Any information that is not supplied hampers CCP's ability to provide those contractual services. CCP may brief the client on the nature, extent and the period of as well as other details, if necessary, about what they need to do to comply with this duty of cooperation. CCP can invoke a breach of the client's duty of cooperation in particular, if CCP expressly reminded the client's contact person well in advance of their duty of cooperation.
2. The client has familiarised themselves with the essential functional features of the system and bears the risk of it corresponding to their needs and wants; the client must seek advice on any unresolved issues prior to contract conclusion.
3. The client shall heed the software information provided by CCP.
4. The client is obliged to keep web portal access data strictly confidential. They should always configure their password in line with recognised codes of practice and change it at least every three months.

§6 Warranty

1. Statutory regulations apply to defects (material defects and defects of title) with reference to the provisions set out below, provided nothing has otherwise been specifically agreed between the parties. The client shall grant CCP three attempts to remedy any defect, before remedying it themselves or through a third party.
2. CCP does not accept any no-fault liability, in accordance with § 536 a Sec. 1, 1st Alternative BGB (German Civil Code) regarding defects existing on the contract conclusion date (account allocation) or attributable to content or technical modifications.
3. The client shall document any defects. The client is obliged to support CCP as required in fulfilling its contractual obligations, in particular by providing information relating to the analysis of defects and shall require their employees to do the same.

4. CCP is entitled to remedy a software defect by providing an amended version of the system or by responding to the client's license-related questions using other communication channels. Remedying a defect can also take the form of instructing the client how to tackle the problem. The client must follow these instructions, unless it is unreasonable to expect them to do so. In the first instance this shall be regarded as remedying the defect, unless the client can demonstrate that this course of action would be commercially unreasonable. Provision of a temporary workaround does not have any impact on the obligation of long-term defect rectification.
5. Notification in text form on request
CCP can only remedy defects, if defects that have been reported are reproducible or can be highlighted using machine-generated readouts. The client must report defects without delay in a plausible way, stating any information that's relevant to identifying those defects. In specific cases CCP can require this notification to be in text form. Relevant information must include, at a minimum, the results of in-depth observation of any symptoms that have emerged, the client's browser environment, the number of users affected as well as any simultaneously installed third-party software, if applicable.
6. Limitations in the event of client intervention
If the client interfaces their own programmes, scripts, categories or similar stand-alone functionalities with the system without any input from CCP, CCP has no influence over the system's functionality and range of functions or over the impact on the system as well as its outputs.

§7 Force Majeure

1. If CCP is prevented from fulfilling its obligations by unforeseen, exceptional circumstances, which it is unable to avert despite taking all reasonable care, e.g.
 - business disruption
 - interventions by the authorities
 - energy supply and telecommunications difficulties,deadlines shall be extended by a reasonable period, if delivery, performance or defect rectification are feasible, unless these circumstances arise at CCP or at its suppliers. If the above-mentioned circumstances make delivery, performance or defect rectification impossible, CCP shall be released from its contractual obligation to perform. The client is not obliged to reciprocate to this extent.

§8 Liability

1. CCP is liable for any breaches of essential contractual obligations committed by it or its vicarious agents. An essential contractual obligation is an obligation, the fulfilment of which is an essential pre-requisite for the due performance of a contract and compliance with which the other contracting party may normally rely on. Irrespective of legal grounds, CCP is also only liable, if it or its vicarious agents have acted with intent or been grossly negligent. Liability attributable to default, for claims arising from the German Product Liability Act or other mandatory legal requirements as well as liability for claims arising from loss of life, physical injury and damage to health all remain unaffected.
2. Liability for a slightly negligent breach of an essential contractual obligation is limited to 10,000 €.
3. The above-mentioned liability terms also apply to the legal representatives, employees and vicarious agents of CCP.

§9 Duration

1. The standard duration of the contract is 12 months. Differing contract durations can also be agreed once approved by CCP. The contract shall be extended by 12 months each time, unless terminated by giving notice of 3 months prior to contract expiry.
2. Termination must always be notified in writing.
3. The right to terminate for good cause remains unaffected. A termination by the client pursuant to § 543 Sec. 2 Sent. 1 No. 1 BGB (German Civil Code) due to CCP not enabling the client to use the system as stipula-

ted in the contract is only permitted, if CCP was given sufficient opportunity to remedy the defect, but failed to do so. A failure to remedy the defect can only be assumed if this was not feasible, if CCP refused to do so or unreasonably delayed doing so, if there are justified doubts as to the prospects of success or if unreasonableness must be assumed on other grounds.

4. Notification obligations in respect of reasons for termination
A party must notify the other party without delay, if
 1. it has applied to have bankruptcy proceedings instituted or it intends to do so within the next 14 calendar days,
 2. the institution of bankruptcy proceedings has been applied for by third parties,
 3. if it has to cease payment due to financial difficulties,
 4. coinciding with those financial difficulties, action to satisfy third-party creditor claims has been taken against it, or
 5. coinciding with those financial difficulties, it has agreed terms to satisfy third-party creditor claims.
 If one of the circumstances stated in Par. 4 Nos. 3-5 arises, the other contracting party may extraordinarily terminate the contractual relationship without giving notice.
5. Consequences of termination
Upon termination of the contract, the client is no longer entitled to use the License Library web portal. Upon termination of the contract covering the use of the License Library, the client is also obliged to provide CCP with evidence without delay that it has destroyed all the information downloaded from the portal.

§10 Confidentiality

The client must treat all information about the system and the information contained in the system in strict confidence and to use this information solely for the purposes of its own use of the system and of software licensing. For every infringement of this confidentiality requirement the client is obliged to pay CCP a contractual penalty to be determined at CCP's discretion and to be verified by the court responsible. Other claims for performance and damages remain unaffected by the demand for payment of the penalty. CCP's right to assert a verifiably higher claim for damages remains unaffected. The above-mentioned terms are not time-limited and also apply after the legal relationship covering use of the CCP web portal has ended.

§11 Miscellaneous

1. CCP is entitled to employ third parties to enable it to fulfil its contractual obligations.
2. The German language version of these Terms will be the version used when interpreting or construing these Terms, and any notices or other communications in connection with these Terms will be provided in the German language.
3. This contract is subject solely to German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the corresponding German implementation terms. The place of performance is the location where CCP is based. The client's General Terms & Conditions do not apply.
4. The sole place of jurisdiction for all disputes arising from and in connection with this contract is Marburg/Lahn. If CCP takes legal action, it is also entitled to choose where the client is based as the place of jurisdiction. The right of both parties to seek interim legal protection before the courts designated as responsible in accordance with statutory regulations remains unaffected.
5. Should any terms in this contract be or become void or unenforceable, this does not affect the validity of the other terms of this contract. Both parties undertake to jointly replace any void or unenforceable term with a valid one that comes closest to expressing the intent of the void or unenforceable term. The same applies to any loopholes in this contract.



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